Summary Term Sheet:
Tentative Agreement between the
Chicago Teachers Union and the Chicago Board of Education
July 1, 2012 to June 30, 2015

Highlights

- Term: Three Years, 3%, 2%, 2% with an option for a 4th year at 3% raise by mutual agreement. Eliminate "wage reopener" 47-2.2.
- Maintain PSRPs' Annual Salary Table. PSRPs get 4%--2% COLA with 2% for the longer year.
- Steps and Lanes: full value of steps are preserved, increase raises for steps 14, 15 and 16. Lanes are preserved. No merit pay.
- Benefits: Health Care benefits preserved at current levels with no increase in rates or co-pays. Wellness program.
- School Calendar: 175 full student attendance days; 6 half days; 7 full PD days; 6 half days; 2 report card pickup days (non-student attendance)=190 days total. 8 holidays; 10 days of vacation. We WILL make up the days lost to strike.

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Forces Board to hire 512 additional "specials" teachers—art, music, physical education, etc.	Longer Day
No Merit Pay ("Differentiated Compensation") and Preserves Lanes	
Maintains full value of teachers/PSRPs career ladder (steps); increases value of highest steps (14, 15, and 16)	Eliminates "PEP"
	Longer Year
New Recall rights • Creates "CPS Hiring List"—at least 1/2 of all CPS hires must be displaced members • 10 months "true recall" to same school if position opens • Teachers "follow students" in closing, phase-out, and consolidation	Cuts layoff benefits to ½ former level (5 months RTP, 5 months Cadre for school closings, school actions)
Improves language on • PSRPs: "The BOARD shall not reclassify a Teacher Assistant to a Special Education Classroom Assistant who does not perform diapering and feeding." • Unified Calendar • Preparation periods for clinicians • Provides for books on day 1 • Creates recess • Board commits to hire nurses and social workers if it gets new revenue • Paperwork reduction language—new paperwork shall be accompanied by a corresponding reduction of existing paperwork. • Anti-bullying provision	
New Right: mediation/arbitration in discipline cases.	

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Evaluation: • Limits CPS to 70% "teacher practice"/30% "student growth"—the minimum by state law • First year will be "no harmful consequences" for tenured teachers • New Right: appeal rating to Neutral	Evaluation • Penalties for low ratings • Needs Improvement not Automatically eligible for "CPS Hiring Pool"
	Needs Improvement (tier is required by state law, but not its consequences) • Broad "Needs Improvement" band (210- 284) • 2 consecutive years of "Needs Improvement" without improvement becomes an Unsat • Improvement in either overall score OR teacher practice component is safe.
Increase teaching supplies reimbursement to $250	
	Lay-off order (law in rest of state) Unit, Certification, Unsats, PATs by rating tier, Tenured Needs Improvement (<250, then >250) then all other tenured teachers by seniority
Establish a 'workload' committee that will investigate Clinicians, Counselors, and Special Education workloads. The committee will have $500,000/year to address understaffing.	
"Martha Jones" provision: Testing protocols for clinicians will be provided	

Detailed Descriptions by Article. Underlined language is new. ~~Struck language is deleted.~~

ARTICLE 1. RECOGNITION, SCOPE OF BARGAINING UNIT, DUES DEDUCTION, ETC..

This article is largely unchanged, but note the expansion of duty-free period to ALL union delegates (1-11.5)

1-7.4. Finance and Budget Information. During the budget planning process, the BOARD agrees to meet with the UNION on a monthly basis through the parties' standing Budget Committee to review revenue and expenditure assumptions and other pertinent budgetary information.

A1-10.2. City-Wide Professional Problems Committee. A City-Wide Professional Problems Committee shall be established with members representing clinicians, PSRPs assigned to the Office of Special Education and Supports and other city-wide employees.

1-11.5(a). Delegates. All Union delegates shall be provided with one additional forty-minute duty-free ~~preparation~~ period per month during which time they shall conduct Union business, including, but not limited to, the investigation of professional problems and grievances, development of Professional Problems Committee agendas, distribution of *bona fide* Union materials and maintenance of the Union bulletin board. Union delegates shall be permitted to combine their monthly duty-free periods to be released to attend UNION-conducted training and professional development.

1-15.1. Bulletin Boards. The UNION shall be provided adequate bulletin board space in a place readily accessible to and normally frequented by all ~~teachers and other bargaining unit members~~ bargaining unit employees in each school or unit for the posting of official notices and other official materials relating to Union activities.

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1-20. Union Delegates. A delegate is defined as a BOARD employee who is the agent of the UNION in a school or unit, which may include a specific work location or functional division or group. In the event a school or unit does not elect a ~~school~~ delegate, the UNION President shall designate a ~~school~~ delegate *pro tem* at the school or unit.

ARTICLE 2. ~~FAIR PRACTICES~~ EQUAL EMPLOYMENT OPPORTUNITY

This article contains a significant gain: it prohibits discrimination or retaliation based on utilization of benefits.

2-1. ~~In accordance with the laws of the United States and State of Illinois and the established policies and practices of the BOARD and the UNION, there shall be no discrimination against any teacher or other bargaining unit member~~ No employee shall be discriminated or retaliated against on the basis of race, creed, color, age, sex, national origin, marital status, disability or sexual orientation; the utilization of benefits authorized by this Agreement or Board policy; or membership or participation in, or association with the activities of, the Union; filing grievances or resolving grievances and professional problems; or participation in any committee, council or group, including, but not limited to, the Professional Personnel Leadership Committee, Professional Problems Committee or Local School Council ~~membership or non-membership in any employee organization or participation in or association with resolving grievances and professional problems or other Union activities~~. ~~The Board and the Union shall work affirmatively to the end that each student may have the educational advantage of an integrated school.~~

ARTICLE 3. GRIEVANCE PROCEDURE AND EMPLOYEE DISCIPLINE

There are many improvements to this article. We prevented the Board from altering our definition of a grievance. We also won the right to discipline for just cause and submit discipline to Mediation/Arbitration. We also eliminated unpaid suspensions.

3-1. Definition of a Grievance. A grievance is a complaint involving a work situation; a complaint that there has been a deviation from, misinterpretation of or misapplication of a practice or policy; or a complaint that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement.

3-3. Investigation of Grievances. A principal or head administrator shall allow the Union delegate or his or her designee a reasonable period of time during the school day to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the Director of Employee Relations, after consultation with the UNION, shall make the final determination. Prior to the initial conference and upon the request of the Union delegate or his or her designee, the principal or head administrator shall provide the UNION with access to and copies of all existing and available documents that are relevant to the allegations in the grievance, including all documents supporting the BOARD's actions, and shall timely supplement this production if additional documents become available.

3-4.1. Conferences held under this grievance procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses. The UNION shall have the right to be present at each stage of the grievance procedure and to present its views and introduce evidence.

3-9. Grievance Mediation.

3-9.1. Neutral Grievance Mediators. The Board and the Union shall establish a permanent panel of four (4) neutral grievance mediators.

3-9.2 Grievance Mediation Panel Meetings and Authority. Either the Union or the Board may request that a grievance be submitted to mediation. Grievances submitted to mediation shall be submitted to a five-person mediation panel consisting of the following: (a) a mediator selected by the parties and (b) two permanent representatives designated by each party. One of the BOARD's representatives shall be a

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current or former principal. The parties shall establish regular meeting dates for the mediation panel, occurring no less often than twice per month or more frequent as is necessary to ensure that all grievances submitted to mediation are heard within six (6) months of the grievance filing date.

3-10.1. Permanent Panel. The parties shall establish a permanent panel of ten (10) arbitrators to conduct hearings and to issue final and binding awards on grievances. Arbitrators shall have no jurisdiction to hear disciplinary matters excepts as specifically set forth in this Agreement.

Arbitrators may be removed from the permanent panel by written notice from one party to the other requesting removal. Cases pending before a removed arbitrator shall not be affected. The parties shall make every effort to agree upon a substitute arbitrator. In no event may the arbitration panel be fewer than seven arbitrators.

3A-1. Employee Discipline.

The Board, Chief Executive Officers and their respective designees shall discipline employees only for just cause.

First Step – First Warning Notice (Corrective Action Notice)

The principal or head administrator invites the employee to a private meeting in writing to have a formal conversation to discuss the particular discipline matter. The meeting is between the principal or head administrator and the employee.

After the meeting, the principal or head administrator will serve the employee with a First Warning that memorializes the meeting, the nature of the misconduct and sets forth the improvement needed.

If the employee disagrees with the First Warning, the employee may submit a written rebuttal, which shall be included in the employee's disciplinary file and copied to the Union, and which will be reviewable should the discipline be escalated to a Final Warning in Lieu of Suspension, or dismissal.

Second Step – Second Warning Notice

In the event that the employee commits the same unwanted behavior after being afforded a reasonable period of time for correcting the behavior but within twelve (12) months of the delivery of a First Warning, the principal or head administrator shall serve the employee with the Pre-Meeting Second Warning notice and any supporting documents that evidence the misconduct. This notice also sets a date and time for a private meeting to occur between the principal or head administrator, and the employee.

After the meeting, if appropriate the principal or head administrator will serve the employee with a Second Warning that memorializes the meeting, the nature of the misconduct and sets forth the improvement needed.

If the employee disagrees with the Second Warning, the employee may submit a written rebuttal, which shall be included in the employee's disciplinary file and copied to the Union. Second Warnings are not reviewable except in the context of a review of a Final Warning in Lieu of Suspension or dismissal decision.

Third Step – Final Warning in Lieu of Suspension

In the event that the employee commits the same unwanted behavior after being afforded a reasonable period of time for correcting the behavior but within twelve (12) months of the delivery of a Final Warning, the principal or head administrator shall serve the employee with the Pre-Meeting Final Warning in Lieu of Suspension notice and any supporting documents that evidence the misconduct. This notice also sets a date and time for a private meeting to occur between the principal or head administrator and the employee.

After the meeting, if appropriate the principal or head administrator will serve the employee with a Final Warning In Lieu of Suspension that memorializes the meeting, the nature of the misconduct and sets forth the improvement needed.

Fourth Step – Dismissal

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The CEO or the Board may dismiss an appointed teacher or a temporarily assigned teacher he/she fails to adhere to a Final Warning In Lieu of Suspension or when s/he engages in misconduct for which dismissal is the appropriate discipline.

When a principal, head administrator or Chief Executive Officer seeks dismissal of probationary appointed teachers or temporarily assigned teachers, the Board shall afford the employee with a pre-dismissal conference in the Talent Office of Employee Relations before making a final decision or recommendation to dismiss is made. If the Chief Executive Officer seeks discharge of a tenured teacher, the Chief Executive Officer shall follow the requirements of 105 ILCS 5/34-85.

Arbitrators may be removed from the permanent panel by written notice from one party to the other requesting removal. Cases pending before a removed arbitrator shall not be affected. The parties shall make every effort to agree upon a substitute arbitrator. In no event may the arbitration panel be fewer than seven arbitrators

3A-3. Union Representation. In all steps of progressive discipline, if the employee chooses to have Union representation at the meeting, it is the employee's responsibility to contact his/her Union representative and secure his/her attendance at the meeting. An employee requesting Union representation will be allowed a reasonable amount to time to secure representation before the disciplinary meeting begins. When a Union representative is present at a disciplinary meeting, the principal or administrator shall have the right to have an observer present as well.

ARTICLE 4. ELEMENTARY SCHOOL

This article protects a sixty-four minute duty-free, self-directed preparation period in the elementary schools.

4-6. The regular school day for early childhood and elementary school teachers shall not exceed ~~six hours and forty-five minutes~~ seven hours with a continuous ~~duty-free~~ lunch period of forty-five minutes with no work responsibilities. Teachers' lunch shall not be scheduled before the first scheduled student lunch period and shall not be scheduled after the last scheduled student lunch period. ~~Effective the 2004-2005 school year, the regular school day for elementary school teachers shall not exceed seven hours with a continuous duty-free lunch period of forty-five minutes.~~ Each teacher's day shall be comprised of no more than 296 minutes of instruction, 15 minutes of non-classroom supervision and 64 minutes of continuous preparation. Four days each week the teacher's continuous preparation time shall be self-directed. One day each week this period shall be principal-directed.

4-__. Model Early Childhood and Elementary Schedules. The BOARD and the UNION shall develop up to five models for early childhood and elementary ~~and high~~ schools ~~for the use of the additional fifteen minutes provided for in this Agreement~~. The models shall be disseminated to the schools by March 1, ~~2004~~ 2013. The principal, in conjunction with the Professional Problems Committee, shall select two of the models, and the ~~staff bargaining unit employees~~UNION members shall vote for one of the two and determine the schedule through a ~~by~~ secret ballot majority vote. ~~Eight minutes of instruction shall be banked for professional development for school improvement.~~ The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee. ~~Where the duty-free lunch period presents an administrative problem, a solution shall be worked out by the BOARD and the UNION. The day normally shall begin at 8:30 a.m. and end at 3:15 p.m. Effective the 2004-2005 school year, the day normally shall begin at 8:30 a.m. and end at 3:30 p.m. However, the principal (or Chief Executive Officer, if appropriate) may change the beginning and ending times provided that he or she receives the affirmative concurrence of the majority of classroom teachers voting.~~

4-9. ~~In all elementary schools, including those on closed campus programs, duty-free preparation time shall be provided for elementary teachers through scheduling the period from 8:30 a.m. to 9:00 a.m. on three days each week for this purpose, and four days each week when there is a five-day work week,~~

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~~said days to be designated by the principal. Teachers so relieved shall use this time for self-directed professional activities which shall include conferences and the preparation of class work. The teacher shall be ready to teach or perform other assigned duties at 9:00 a.m.~~

~~The entry time for students shall be set for 9:00 a.m., except when in the considered judgment of the principal inclement weather presents a threat to the health, safety or welfare of the students.~~

Teachers assigned to ~~supervise students~~supervise students during the ~~8:30 a.m. to 9:00 a.m. conference and~~ their preparation periods shall be provided with an equal amount of time for preparation periods at another time agreed to between the teachers and the principal.

4-__. The principal, in conjunction with the school's Professional Problems Committee, shall review issues related to the implementation of recess, including, but not limited to, the safety and supervision of students, play equipment and staffing. The Professional Problems Committee shall submit recommendations directly to the principal with copies of the recommendations submitted simultaneously to the Local School Council and the Chief Executive Officer.

4-13… In those schools where a recess period for the students is not scheduled, or is cancelled or shortened, ~~in the forenoon~~, a procedure shall be developed at each school to relieve ~~the~~ teachers for a period of ~~ten~~ twenty minutes or for the equivalent number of minutes that recess was shortened or eliminated. ~~or a period proportionate to the time the teacher spends supervising students, whichever is less.~~

~~The procedure for supervising the students shall be developed at the local school level.~~

ARTICLE 5. MIDDLE SCHOOL

This article protects a sixty-four minute duty-free, self-directed preparation period in the middle schools.

~~5-3. The school hours of teachers in the closed campus school day program shall be from 8:30 a.m. to 3:15 p.m. with a continuous duty-free lunch period of forty-five minutes beginning at 2:30 p.m. at which time teachers may sign out for the day. Effective the 2004-2005 school year, the school hours of teachers in the closed campus school day program shall be from 8:30 a.m. to 3:30 p.m. with a continuous duty-free lunch period of forty-five minutes beginning at 2:45 p.m. at which time teachers may sign out for the day.~~ The BOARD and the UNION shall develop up to five models for ~~elementary and high schools~~middle schools. ~~for the use of the additional fifteen minutes provided for in this Agreement.~~ The models shall be disseminated to the schools by March 1, ~~2004~~2013. The principal, in consultation with the Professional Problems Committee, ~~shall~~ select two of the models, and the ~~staff~~ union members shall vote for one of the two and determine the schedule through a secret ballot majority vote. ~~Eight minutes of instruction shall be banked for professional development for school improvement.~~ The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee.

In those schools where a recess period for the students is not scheduled, or is cancelled or shortened, ~~in the forenoon~~, a procedure shall be developed at each school to relieve teachers for a period of ~~ten~~ twenty minutes or for the equivalent number of minutes that recess was shortened or eliminated.

5-8. The regular school day for middle school teachers shall not exceed seven hours with a continuous lunch period of forty-five minutes with no work responsibilities. Teacher's lunch shall not be scheduled before the first scheduled student lunch period and shall not be scheduled after the last scheduled student lunch period. Each teacher's day shall be comprised of no more than 296 minutes of instruction, fifteen minutes of non-classroom supervision, and sixty-four minutes of continuous preparation time. Four days a week the teacher's continuous, duty-free preparation time shall be self-directed. One day a week, this period shall be principal directed.

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~~The day normally shall begin at 8:30 a.m. and end at 3:15 p.m. Effective the 2004-2005 school year, the day normally shall begin at 8:30 a.m. and end at 3:30 p.m. However, the principal (or Chief Executive Officer, if appropriate) may change the beginning and ending times provided he or she receives the affirmative concurrence of the majority of classroom teachers voting.~~

The day normally shall begin at 8:30 a.m. and end at 3:30 p.m. However, the principal (or Chief Executive Officer, if appropriate) may change the beginning and ending times after making his or her best effort to achieve the affirmative concurrence of the majority of the classroom teachers.

ARTICLE 6. HIGH SCHOOL

This article establishes the guidelines for the high school day.

6-1. The high school day may begin and end at different times from school to school as determined at the local school level following discussion between the principal and local school faculty, but shall not exceed ~~406~~ 435 minutes in length for a high school teacher. The high school teacher is to be in his or her room with the class ready to teach at the time designated on the teacher's schedule. The regular school day shall consist of eight ~~forty-five~~fifty-minute periods, including five teaching periods, ~~one fourteen-minute division period~~ and ~~eight four-minute~~ up to thirty five minutes of passing periods. Any ~~time increase in the division period~~ special bell schedule that involves teacher supervision of students shall ~~be~~ deduct~~ed~~ time spent supervising students from the regular class periods. High school teachers shall have a continuous ~~duty-free~~ lunch period of ~~forty-five~~fifty minutes with no work responsibilities, except that if the regular lunch period is shortened to less than ~~forty-five~~ fifty minutes, the teacher's school day shall be shortened an equal number of minutes. Each teacher's schedule shall include ~~five~~ seven (7) fifty-~~forty-five~~-minute duty-free, self-directed preparation periods per week. ~~Each teacher assigned a division shall have one forty-five-minute conference/preparation period per we~~ Each teacher's schedule shall include three principal-directed preparation periods per week, which shall be used only for staff development, teacher collaboration, advisory (one per week), department meetings, subject area team meetings and other professional preparation activities. ~~one forty-five-minute advisory period, one forty-five-minute advisory preparation period, one forty-five-minute staff development period and one forty-five-minute teacher collaboration period. Effective the 2004-2005 school year, the high school day shall not exceed 421 minutes in length for a high school teacher.~~

The BOARD and the UNION shall develop up to five models for ~~elementary and~~ high schools~~. for the use of the additional fifteen minutes provided for in this Agreement.~~ The models shall be disseminated to the schools by ~~March 1, 2004~~December 31, 2012.

The principal, in consultation with the Professional Problems Committee, shall select two of the models ~~and the~~and the union members ~~staff~~ shall ~~vote for one of the two~~determine the schedule by a secret-ballot majority vote. ~~Eight minutes of instruction shall be banked for professional development for school improvement. The principal shall determine professional development activities in consultation with the Professional Personnel Leadership Committee.~~

6-6. New buildings shall include adequate facilities in all classrooms designated for the teaching of art including adequate lighting, sinks and cabinet and storage space.

6-7. Whenever possible, mathematics classes shall be assigned to rooms with adequate chalkboard and/or dry erase board space and provisions for maps, charts, graphs and other teaching aids.

~~Elementary school counselors shall each have a telephone available for their use. Elementary school counselors shall be provided with space which is as free from noise and interruption as the administration of the educational program and the location of the school permits~~
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~~space which is as free from noise and interruption as the administration of the educational program and the location of the school permits~~

6-17. High school science laboratory teachers shall not be assigned a division…

ARTICLE 7. ELEMENTARY SCHOOL COUNSELORS

7-1. Wherever possible, no more than forty students shall be tested at any one time.

7-3. A professional orientation meeting for elementary school counselors shall be held once each year during the regular school day. The BOARD shall also conduct one annual staff development workshop for elementary school counselors to review the duties and responsibilities of elementary school counselors.

7-4. ~~Effective July 1, 2008, the BOARD shall amend its formula for BOARD-funded elementary school counselors so that a~~All elementary schools ~~are~~ shall have ~~allocated~~ at least a 1.0 elementary school counselor position.

ARTICLE 8. PROFESSIONAL DEVELOPMENT TEACHERS AND TEACHER LEADERS

ARTICLE 9. PARAPROFESSIONAL AND SCHOOL-RELATED PERSONNEL

9-1. Truant Officers. In the event the Board rehires Truant Officers, the BOARD and the UNION shall meet promptly to bargain over their terms and conditions of employment.

9-3. School Clerks.

9-3.1. The BOARD shall review annually the current school clerk staffing to allow modification of staffing of school clerks at any work location where such a need is determined by the BOARD.

9-3.2. The BOARD will allocate $300,000.00 each year for additional substitute school clerks who will be assigned to perform the duties of absent school clerks in those schools with less than two clerks beginning with the second day of absence, and in all other schools, beginning with the fourth day of absence.

9-3.4. Effective September 2003, there shall be a School Clerk I in every school. Effective with the 2013-14 school year, School Clerks shall be assigned to work three (3) work days more than teachers assigned to their schools which shall be scheduled on the three days before teachers commence the school year. School Clerks shall be paid their regular hourly rate of pay on those three days.

9-3.7. All school clerks shall be provided necessary training in Kronos, attendance management and internal accounts, as well as the implementation of any new programs or responsibilities that are introduced into the schools and performed by the school clerk. Such training shall be provided annually during normal work hours. When such training is provided, the BOARD shall determine the nature, extent, location and duration of the training.

9-3.8. School clerks will be moved from salary grade 7 to salary grade 8 effective July 1, 1999 and from grade 8 to grade 9 effective July 1, 2000.

9-4.3. Two city-wide or district cluster meetings shall be held annually, one on a teacher institute or professional development day before the start of school year and one on a teacher institute or professional development day at the end of the first semester for audiometric and vision screening technicians in order to review new procedures and other related matters.

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9-5.2. In schools where there are two or more teacher assistants and where outside recess is scheduled, and where the principal determines that all teacher assistants are not needed for recess duty, the recess duties of the teacher assistants shall be rotated.

9-5.4. Crossing Activities. The Board, school principals or head administrators shall not assign PSRPs

(a) to work outside the school traffic zone designated by traffic control barricades

(b) to perform traffic control activities, including setting up barricades provided

The Board, school principals and head administrators are not prohibited from requiring PSRPs to escort children across streets adjacent to the school and may require them to carry stop signs. They may also station PSRPs at the street corners within the school zone traffic barricades defining the school zone. However, PSRPs shall not be assigned outside the parameters of the school.

9-6.6. PSRP Professional Support and Evaluation Plan.

9-6.6(a). For the 2012-2013 School Year.

9-6.6(a)(i). Performance ratings shall be distributed at the work location on or before September 30. Said performance ratings shall indicate the final grade for the performance rating period ending in June.

9-6.6(a)(ii). Whenever, in the opinion of the principal or head administrator, the service of a PSRP is considered unsatisfactory, the following procedures take place:

9-6.6(a)(ii)(A). The principal or head administrator of the school or unit notifies the employee in writing stating the reasons for the unsatisfactory rating and offering suggestions, resources if available and assistance to the employee for improving services. This notification is given to the employee in a private conference, and a copy of the notification is sent to the Director of Employee Relations.

9-6.6(a)(ii)(B). If the principal or head administrator feels that the work of the employee is still unsatisfactory, after at least thirty school days following the issuance of the notice of unsatisfactory service, the principal or head administrator sends a letter to the Director of Employee Relations notifying the Director of Employee Relations of this unsatisfactory service. A copy of this letter shall be distributed to the employee and to the UNION by the Director of Employee Relations.

9-6.6(a)(ii)(C). The Director of Employee Relations shall schedule a conference with the employee and the principal or head administrator and shall notify the UNION of the date of the conference. At this conference, the Director of Employee Relations and the principal or head administrator shall give positive suggestions for improvement to the employee. The UNION may be present at the conference.

9-6.6(b). For the 2013-2014 School Year. For the 2013-2014 school year, the Board will adopt a new *PSRP Professional Support and Evaluation Plan*. Through a PSRP Employee Evaluation Committee, the parties shall discuss the new plan as it is developed, and the UNION may suggest recommendations for its terms. Until the new plan is implemented, the BOARD shall continue to use the existing evaluation instruments and processes for evaluating the performance of PSRPs.

9-6.16. Layoff and Recall. Any BOARD decision to lay off or reappoint PSRPs shall be governed by the applicable provisions of Appendix I. The BOARD will approve an amended "Policy on the Layoff, Interim Assignment and Reappointment of Educational Support Personnel Employees" to comply with this section.

Notwithstanding the above paragraph, PSRPs who are assigned to schools that are subject to closing, consolidation, reconstitution or phase-out at the end of a school year and who are not reappointed prior to the first day of the work year for the following school year shall be eligible for a severance package equal to a $1,000.00 one-time payment and nine months of BOARD-paid insurance premiums for health care continuation coverage.

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ARTICLE 10. COUNSELORS

10-1. The recommendation of the 1960 White House Conference on Children and Youth of a counselee-counselor ratio of six hundred to one at the elementary level is accepted as a desirable goal.

10-2. COVERED BY ARTICLE 44-38

10-3. New buildings shall include adequate space to conduct interviews and meetings and provide counseling for students.

10-4. A list of schools with the names of principals and counselors shall be sent to each elementary and high school for the guidance staff.

10-5. Wherever possible, no more than eighty students shall be tested at any one time.

10-6. In programming and directing the work of a counselor, a principal shall endeavor to assign duties to the counselor that are consistent with the recommendations of the American School Counselor Association or other recognized organizations, except when such recommendations are inconsistent with the responsibilities expected of all faculty members or BOARD or local school level administrative and educational requirements. Disagreements over this section shall be resolved by the counselor, the principal and the Professional Problems Committee.

10- Case Management Responsibilities. The BOARD and the UNION shall work collaboratively in the standing Special Education and Case Management Committee to find workable solutions for the assignment of case management responsibilities, including, but not limited to, the allocation of funds.

ARTICLE 11. DRIVER EDUCATION TEACHERS

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NEW ARTICLE. TEXTS AND SUPPLIES

Many of the texts and supplies provisions were scattered throughout our contract. These provisions have been consolidated into one Article.

__-1. **Notice of Proposed Appropriations.** Within twenty school days after the proposed school budget is received in the school, the principal or the principal's designee shall advise the school's faculty members, subject area or grade level departments and appropriate committees within the school—including the Professional Problems Committee, the Professional Personnel Leadership Committee and text committees—of the total amount of funds proposed for the purchase of texts, instructional materials and supplies under all Board funds. The principal or the principal's designee shall provide the faculty and above-listed committees with access to a copy of the proposed school budget and related budgetary documentation.

__-2. **Text Committees**. Text committees shall be established in each school composed of teachers elected by their peers and may be subject-area specific as appropriate, including, but not limited to, the subjects of English, social studies, mathematics, science, business, foreign language and special education. Text committees shall present written recommendations to the principal and the Professional Problems Committee concerning the purchase of texts and related instructional materials as a part of the process described in Section _-1. Any approved text list shall be made available to the schools by February 1 of each school year whenever possible.

__-3. **Supply-Purchase Recommendations**. On or before a specific date to be established by the Professional Problems Committees and the principal, the Professional Problems Committee may submit,

in writing, to the principal or the principal's designee, a suggested list of texts, instructional materials and supplies for students. The Professional Problems Committee shall ensure that recommendations for texts, instructional materials and supplies are specifically solicited from special education teachers, ancillary teachers, bilingual teachers and librarians and incorporated into the overall recommendations submitted to the principal. Text and supply allocations are limited to the available funds.

__-4. **Unexpended Funds.** Funds for texts, instructional materials and supplies that are ordered and marked "out of stock" and that remain unexpended at the end of the school year shall be added to the local school's regular supply appropriation for the following school year.

__-5. **Texts, Instructional Materials and Supplies Distribution and Collection.** Teacher-editions of texts, instructional materials and supplies shall be available for distribution to teachers on the first day of teacher attendance of the regular school year and the summer school session. Student texts shall be distributed no later than the end of the first week of student attendance. School principals shall confer with the Professional Problems Committee on ways to expedite the distribution of texts to students. Collection and inventory of texts shall not be required before the last week of school.

__-6. **Supply Money.** Each fiscal year, the Board shall appropriate sufficient funds to each school or unit to reimburse teachers, clinicians and speech-language paraeducators up to $250.00 per employee for instructional supplies and materials, classroom library books and therapeutic materials purchased by them for student instruction and support. Principals and head administrators shall approve the reimbursements in accordance with the procedures developed by Board, and such reimbursements shall be paid by the end of the semester in which the receipts were submitted.

ARTICLE 12. LEGISLATIVE PARTNERSHIP

ARTICLE 13. EXTRACURRICULAR PERSONNEL

13-1. Compensation for teachers engaged in extracurricular activities, ~~such as~~ including, but not limited to, coaching athletic teams and drama groups, debate, directing instrumental and vocal groups and sponsoring student activities, shall be based on the schedule appearing in Appendix A-3D of this Agreement.

13-1.1. A high school teacher appointed by the principal as the advisor for the official school yearbook or a newspaper or similar publication, which newspaper or similar publication shall be published at intervals scheduled by the principal, shall be programmed for a normal program less one teaching period. Where an advisor sponsors both the school newspaper and yearbook, said advisor shall be programmed for a normal program less two teaching periods.

~~ARTICLE 14. YEAR-ROUND SCHOOLS~~

~~**14-1.** Year-round teachers off-track and available to substitute shall be listed by their date of original appointment on a regular certificate and shall be assigned to substitute during their inter-sessions in the following order:~~

- ~~A. teachers available to teach five days per week in seniority order;~~
- ~~B. teachers available to teach four days per week in seniority order;~~
- ~~C. teachers available to teach three days per week in seniority order;~~
- ~~D. teachers available to teach two days per week in seniority order;~~
- ~~E. teachers available to teach one day per week in seniority order.~~

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~~**14-2.** Attendance books, payroll raises and professional supplies shall be ready on July 1 for year-round schools.~~ [*Covered by New Article on Texts and Supplies*]

ARTICLE 15. LIBRARIANS: ELEMENTARY AND HIGH SCHOOL

15-1. The standard (prescribed by the American Library Association in its **Standards for School Library Programs**, 1960, and supported by the Office of the Superintendent of Public Instruction in **Standards for School Library Programs in Illinois**, 1966) that there shall be one librarian for every five hundred students or major fraction thereof shall be a goal toward which to work as funds become available.

15-2. The standard (prescribed by the American Library Association in its **Standards for School Library Programs**, 1960, and supported by the Office of the Superintendent of Public Instruction in **Standards for School Library Programs in Illinois**, 1966) that there shall be one library clerk for every six hundred students or major fraction thereof shall be a goal toward which to work as funds can be made available.

15-4. Adequate library facilities shall be provided in all new school buildings. In existing buildings, the BOARD shall provide such facilities as funds and space can be made available.

15-5. As a goal toward which the BOARD shall work as funds become available, provision shall be made for all primary school students in each elementary school to have one library period per week under the direction of the teacher-librarian.

15-6. ~~In accordance with current policy, the number of students attending a middle school or elementary library class during one class period shall not exceed the number of tables, chairs and/or other work areas available.~~ The number of students attending elementary or middle school libraries shall not exceed the maximum class sizes provided in Article 28 for their appropriate grade levels.

15-7. If the elementary school library facilities are to be used when the teacher-librarian is absent from the premises, guidelines for their use which are not in conflict with BOARD policy shall be established by the librarian, the principal and the UNION's Professional Problems Committee of that school.

15-8. The program of the elementary teacher-librarian shall be so arranged as to provide for ~~a minimum of four~~ two additional preparation periods per week for processing books and kindred library tasks, provided that, in addition, teacher-librarians shall be provided not less than the average number of preparation periods accorded to other educational personnel in the school.

ARTICLE 16. PHYSICAL EDUCATION TEACHERS

16-10. Principals and head administrators should strive to program no more than one class in any gymnasium at any given time, unless the space provides for the safe separation of the two classes.

ARTICLE 17. PLAYGROUND TEACHERS

ARTICLE 18. ~~PRACTICAL ARTS AND VOCATIONAL~~ CAREER AND TECHNICAL EDUCATION TEACHERS

18-__. Definition of Career and Technical Education. Career and Technical Education ("CTE"), formerly known as Education to Careers ("ETC") and Practical Arts or Vocational Education ("PAVE"), refers to and includes the following approved industry and career-related programming: practical arts and vocational education, technology education, engineering, business, cooperative education, home economics, vocational education and the 16 nationally recognized career clusters within which are multiple career pathways. These career pathways include the following: agriculture; horticulture; food and natural resources; architecture and construction; arts; audio and video; technology and communications; business management and administration; education and training; finance; government and public

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administration; health science; hospitality and tourism; human services; information technology; law; public safety; corrections and security; manufacturing; marketing; science, technology, engineering and mathematics ("STEM"); transportation; distribution and logistics as defined by the *Illinois Programs of Study Guide*.

18-2. Programming. CTE teachers on regular day programs shall not have more than twenty-five teaching periods. CTU teachers on an extended day program shall have no more than thirty teaching periods. ~~Effective July 1, 1999, vocational teachers assigned to junior and senior level shop classes shall be programmed for 15x classes and 5x classes in schools on fifty-minute schedules (or 20x and 10x for forty-, forty-two- or forty-five-minute periods). Vocational teachers assigned to freshman and sophomore classes shall be programmed for 5x classes in schools on fifty-minute schedules (or 10x for forty-, forty-two- or forty-five-minute periods). Shop teachers on a regular day program shall have no more than twenty-five teaching periods. Shop teachers on an extended day program shall not have more than thirty teaching periods.~~ A full day program for CTE teachers shall be scheduled for 5x classes up to 20x classes based on curriculum and industry standards. A full day program for CTE teachers assigned to freshman and sophomore classes shall be programmed for 5x classes or 10x classes.

18-4. ~~The amount appropriated in the 2003-2004, 2004-2005, 2005-2006 and 2006-2007 school years for supplies for PAVE classes shall exceed by $250,000.00 for the 2003-2004 school year and $300,000.00 for the 2004-2005 school year and thereafter the full regularly established per student appropriation for supplies for practical arts and vocational education classes. The per student allocation of $250,000.00 for the 2003-2004 school year and $300,000.00 for the 2004-2005 school year and thereafter shall be determined by the Office of Education to Careers in consultation with a representative of the UNION. One half of such funds shall be allocated to practical arts and vocational education teachers by October 1 of each school year. The remaining one half shall be allocated by February 1. The amount appropriated in the 2007-2008 and 2008-2009 school years for supplies for PAVE classes shall be increased by $55,000.00 over the 2006-2007 and 2007-2008 school years respectively. The per student allocation for the 2009-2010 school year and thereafter shall be determined by the Office of Education to Careers in consultation with a representative of the UNION. One half of such funds shall be allocated to practical arts and vocational education teachers by October 1 of each school year. The remaining one half shall be allocated by February 1 of each school year.~~ Six percent of vocational education funds, including, but not limited to, CTEI and Perkins Grants, shall be allocated by teachers, subject to BOARD procurement rules, subject to review by the Budget Officer. The BOARD shall use its best efforts to remove any impediments to timely procurement of materials and equipment.

18-__. All CTE labs, shops and classrooms will be given baseline materials and equipment ready to be used on the first day of teacher attendance of the school year that meet industry standards.

18-__. The BOARD will work with the CTE committee to identify safety issues within CTE programs and to identify ways and means to protect the safety of the students in CTE classes and maintain OSHA compliance.

ARTICLE 19. PSYCHOLOGISTS

19-__. School psychologists shall receive their tentative schedules no later than May 15.

19-__. The BOARD shall provide relevant professional development to school psychologists to promote positive student and school outcomes. Professional development shall include, but not be limited to, training on new BOARD-managed initiatives, changes to IMPACT and other BOARD hardware and software computer applications. The BOARD shall survey school psychologists' professional development needs annually.

ARTICLE 20. SCHOOL SOCIAL WORKERS

The contract creates a Clinicians Article

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ARTICLE 21. SPECIAL EDUCATION TEACHERS

21-1.6. Meetings Among Related Services Personnel. Related services personnel (e.g., school psychologists, school social workers, school nurses, physical therapists, occupational therapists and/or other district resource personnel) shall be provided time to meet periodically with special education teachers during the school day during their preparation periods to discuss matters of professional interest. Related services personnel shall arrange conferences periodically with the teachers of students with disabilities during the school day at times, if possible, when students are not scheduled for their classrooms.

21-1.14. Work Load for Special Educators and PSRPs.

21-1.14(a). In accordance with Sections 226.730 and 226.735 of the *Illinois State Board of Education Rules and Regulations*, the BOARD shall develop, in cooperation with the UNION, a plan specifying limits on the work load of its special education teachers to ensure that all services required under the students' Individualized Educational Programs, as well as all needed ancillary and support services, will be provided at the requisite level of intensity. This plan shall include a procedure for special education teachers to report when they believe their work load does not comply with the plan and shall contain a method for expeditiously and efficiently resolving any non-compliance. By January 1, 2013, through the parties' joint Special Education Committee, the parties shall review and assess the plan as required by this Section, and the plan shall be amended as necessary or appropriate based on the review and assessment of such committee.

21-1.14(b). Bargaining unit employees who work with special education students shall not be required to exceed case loads, class sizes, limits on ratios of students with disabilities students to general education students and limits on ratios of students with disabilities to teachers and PSRPs as required under law.

21-1.15. Individualized Education Program Meetings. Individualized Education Program meetings may be scheduled before, during or after the school day. Bargaining unit employees required to attend such meetings before or after the school day shall be paid their regular hourly rate of pay. Principals are encouraged to use available Cadre substitutes and day-to-day substitutes to provide coverage for teachers participating in such meetings.

21- . A Workload Committee, comprised of five members appointed by the BOARD and five members appointed by the UNION, shall investigate workload complaints from bargaining unit employees working with students with disabilities, including special education teachers, clinicians and counselors. The committee shall make recommendations to the Chief Executive Officer, with a copy to the Union President. The BOARD agrees to commit $500,000 per year during this Agreement to fund costs associated with workload reduction as recommended by the committee.

21-3. . Protocols and Supplies. The BOARD shall provide to speech language pathologists and speech language pathologist paraprofessionals the number of protocols in proportion to the number of students and schools that they are assigned to service. The BOARD shall make those protocols and supplies available for distribution to speech language pathologists and speech language pathologist paraprofessionals on the first day of attendance for city-wide clinicians.

~~**ARTICLE 22. STADIUM DIRECTORS**~~

~~**22-1.** Stadium directors shall receive the following increment in addition to their regular salary:~~

~~Effective September 1, 1993:~~

~~First year~~	~~$64.37 per month~~
~~Second year and thereafter~~	~~$96.52 per month~~

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[*Relocated to Appendix A*]

~~**22-2.** The working schedule of days and hours for stadium directors shall be determined by the BOARD's Director of Sports Administration in accordance with the needs of the program.~~

ARTICLE 23. CLASSIFICATIONS OF TEACHERS

23-1. ~~Definitions.~~ Appointed Teachers. ~~For the purpose of this Agreement, it is the intent of the parties that the following terms have the meaning stated in this provision regardless, and to the express exclusion of, any previous interpretation or meaning ascribed by either party to these terms.~~ Appointed teachers are full-time teachers who are on a tenure track or who have attained tenure in accordance with Section 34-84 of the *Illinois School Code*.

23-1.2(c). Renewal or Non-Renewal. The Board may non-renew a PAT for the following school year and dismiss the PAT at the end of the current school year as provided in this Section or Article 39 and the evaluation plan. If a PAT's performance for the school year is rated as "excellent" or "proficient," the PAT shall be renewed for the following school year, but such renewal shall not be a guarantee of employment for the following school year. In the event a PAT is rated less than "proficient" and is non-renewed for the following school year, the Board shall provide the PAT with written notice of non-renewal by May 10 of the current school year. A PAT who is non-renewed shall be afforded the opportunity to submit a resignation within ten days of receipt of the notice of non-renewal, and the resignation will be effective at the end of the school year. If the PAT resigns, the BOARD agrees to maintain the PAT's health insurance coverage through August. Any notice of non-renewal shall provide a reason for the non-renewal.

ARTICLE 24. SUMMER SCHOOL

ARTICLE 25. TEACHER ASSISTANTS

OPEN—Board Proposes to remove, union wants to keep ~~**25-1.** The BOARD shall employ and maintain nine hundred teacher assistants in the elementary schools and nine hundred teacher assistants in the high schools. The Chief Executive Officer shall consult and advise the President of the UNION monthly on status and progress.~~

~~Teacher assistants employed in the elementary schools, high schools and education and vocational guidance centers shall be employed to relieve teachers of nonprofessional duties and clerical chores in the schools.~~

ARTICLE 26. SCHOOL NURSES

26-1. Each semester the Department of Human Resources shall make available to the school nurses a list of vacancies to which they may indicate their desire to transfer. Vacancies shall be filled based upon city-wide needs. First consideration for such vacancies shall be given to those school nurses who have expressed a desire to transfer. Experience shall be a consideration. The final decision as to the transfer shall be made by the Office of Specialized Services based on the recommendations from the Student Health Services Unit.

ARTICLE 27. CLASS COVERAGE

OPEN—Board Proposes to remove, union wants to keep ~~**27-1.** Effective January 1, 1969, the BOARD shall hire and maintain additional day-to-day substitutes in addition to the nine hundred previously agreed upon to cover the classes of absent teachers so that educational programs in~~

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~~elementary schools, middle schools, education and vocational guidance centers and high schools shall not be curtailed.~~

~~In removing the ceiling heretofore in effect, it is agreed that the BOARD will diligently utilize all possible means to hire and assign up to three hundred of such additional substitutes.~~

ARTICLE 28. CLASS SIZE

The Board has left all class size language in place as it currently exists.

28-1. Section 301.2 of the ~~BOARD Policy Manual on Class Size~~ *Chicago Public Schools Policy Manual* (Class Size) (Board Report: 10-0615-PO1) (Date Adopted: June 15, 2010) ~~provides~~ shall provide as follows:

~~[~~MOVED TO TEXTS AND SUPPLIES]~~ ARTICLE 29
~~CURRICULUM GUIDE AND TEXTBOOK EVALUATION COMMITTEES~~

ARTICLE 30. DISCIPLINE

30-1. A teacher, upon written notice to the principal or the principal's designee, and upon receipt of written instruction of where the student is to be sent, which the principal or the principal's designee shall send immediately, may exclude from class a student who seriously disrupts the orderly educational process as defined by the Student Code of Conduct.

ARTICLE 32. INSURANCE

32-1. Except as provided for in Appendix B, the BOARD shall provide for each full-time teacher or other bargaining unit member medical and health care benefits, including an indemnity/preferred provider option (PPO) plan and an alternative medical pre-paid group health plan.

32-1.1. The BOARD shall provide the applicable coverage for teachers and other bargaining unit members granted a leave for illness under the provisions of **Board Rule 4-12** or **4-13** and other bargaining unit members on leave for ordinary or duty disability. Continued coverage for appointed teachers and PSRPs shall not exceed twenty-five school months. Continued coverage for TATs shall not exceed five school months unless extended, provided, however, that all coverage shall terminate at the end of June with the close of school. Such continued coverage is subject to the provisions of Appendix B.

A. The BOARD shall provide the applicable coverage for teachers and other bargaining unit members granted a leave for illness in the family under the applicable provisions of **Board Rule 4-12** which restricts the duration of said leave to five school months without extension. Such continued coverage is subject to the provisions of Appendix B.

32-9. Wellness Program.

32-9.1. Creation of Program and Employee Benefits Handbook. The BOARD shall create a Wellness Program as a feature of its health care plan ("Plan") for employees and their covered spouses, civil union partners or domestic partners (collectively "covered individuals"). The Wellness Program shall be set forth in the Employee Benefits Handbook, which shall govern its operations, the terms and conditions of enrollment, opt-out elections and involuntary exclusions from the program. The Handbook shall govern the terms and conditions of the program exclusively, and its dispute resolution procedures shall be used exclusively to resolve disputes between the BOARD and covered individuals.

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32-9.2. Enrollment. Effective January 1, 2013, all covered individuals who enroll in the Plan will either opt-in or opt-out of the Wellness Program; an employee who fails either to opt-in or opt-out or fails to participate in the Wellness Program to reduce health risk factors as provided in Section 39-2.3 will pay the contribution differential described in Section 39-2.4. The BOARD shall develop procedures for individuals to opt-out of the Wellness Program and opt-out decisions will be made at the time of enrollment or at the BOARD's annual Benefits Open Enrollment.

32-9.3. Elements of Wellness Program. The Wellness Program will be designed as follows:

(a) Provide annual and periodic health risk questionnaires and biometric assessments for covered individuals by a medical professional;

(b) Create a wellness plan for covered individuals;

(c) Require that covered individuals participate in wellness activities to the extent required by the Wellness Program, including, but not limited to, smoking cessation, weight loss, nutrition, exercise and disease management (e.g., diabetes management or COPD management);

(d) Create incentives and disincentives for behaviors that are inconsistent with good health and wellness including the following:

(i) Contribution differentials for employees who use tobacco products (including cigarettes, cigars and chewing tobacco); and

(ii) Contribution differentials for employees who opt-out of the Wellness Program or who fail to participate in a wellness plan.

32-9.4. Removal from Wellness Program for Failure to Participate in Wellness Program to Reduce Health Risk Factors. The BOARD may remove a covered individual from the Wellness Program after ninety calendar days of non-participation in the Wellness Program and charge the contribution differential as set forth in Section 39-2.5. Disputes regarding participation will be resolved through the dispute resolution procedures set forth in the Handbook.

32-9.5. Contribution Differential for Opt-Out by or Removal of Covered individuals from the Wellness Program. Employees will pay a $600.00 per year contribution differential for each covered individual who opts out of the Wellness Program, prorated to a per pay period basis, or who is removed from the Wellness Program for failure to participate in wellness activities.

~~**33-16. Pension Enhancement Program.**~~

~~Employees who (1) are eligible for retirement under the Public School Teachers' Pension and Retirement Fund of Chicago or the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund; (2) intend to retire on or before June 30 in the years 2008, 2009, 2010, 2011 and 2012; (3) submit an irrevocable notice of their intent to retire by March 1 in accordance with the schedule set forth below; and (4) have accumulated a sufficient number of sick days at the time of such notice or by the time of the first accelerated payment provided below, whichever is later, shall receive the following accelerated payment(s) for sick days prior to their retirement:~~

39-1. Evaluation Plan and Procedures.

A. The BOARD and UNION agree with the following goals and purposes for teacher evaluation:

1) To build principals' and/or teachers leaders' expertise in observing and analyzing instruction and supporting teacher development
2) To engage teachers in reflection and self assessment regarding their own performance
3) To provide teachers with information and guidance to inform their development.

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B. The BOARD adopted an evaluation plan and procedures ("the evaluation plan") on March 29, 2012. That plan shall be implemented effective with the start of the 2012-2013 school year, except as provided by this agreement. During the 2012-2013 school year, tenured teachers' subject to the plan will be observed, receive feedback, and student growth scores based on their performance in school year 2012-13. However they will not be subject to remediation, dismissal or other adverse action based on their performance or rating in the 2012-13 school year.

C. The joint BOARD-UNION Teacher Evaluation Committee shall continue its collaboration. The Joint Committee be shall of five (5) members selected by the UNION and five (5) members selected by the BOARD. The committee shall meet at least one day per month during the regular school year to discuss and come to agreement on issues related to the teacher evaluation plan implementation that may arise during the term of this Agreement. The Joint Committee shall establish rules surrounding use of local criteria in evaluation and no local criteria shall be used or given weight until those rules are established. After a student survey pilot in school year 2013-2014, the Joint Committee shall also determine whether student surveys shall be used as a component of teacher evaluation in school year 2014-15 and thereafter. Unless otherwise agreed by the Teacher Evaluation Committee, teacher practice scores shall be 75% of the summative rating in school year 2012-13, 75% of the summative rating in school year 2013-14, and 70% of the summative rating in school year 2014-15. Student growth scores shall be 25% of the summative rating in school year 2012-13; 25% of the summative rating in school year 2013-14 and 30% in school year 2014-15.

   Committee meetings shall occur where possible during the regular school day. Where necessary, members of the committee who are classroom teachers shall be provided with substitute teachers on meeting days.

D. The BOARD and the UNION shall conduct a joint study of the implementation of the Evaluation Plan. The committee shall determine what changes, if any, are necessary to to improve the content and procedures of teacher evaluation plan. Any changes to the evaluation shall be communicated to all teachers within ten school days of adoption.

E. The BOARD shall provide the UNION a calendar prior to each school year setting forth the relevant dates in connection with the Evaluation Plan.

39-1.1. Orientation.

Teachers shall be provided with an orientation session on the Teacher Evaluation Plan during the first week of the school year prior to student attendance but not later than the 20th day of student attendance unless they are hired or transferred to the school after the 20th day. Teachers shall be provided copies, which may be in electronic form, of the evaluation plan. Teachers hired after the first week of the school year shall be provided with said orientation within the first week after their hiring and a copy of the evaluation plan shall be provided to every teacher. The Joint Committee shall review and determine orientation materials and programs for the 2013-2014 school year and thereafter.

39-2. Evaluation Plan and Procedures

39-2.1. Evaluation Plan. Each teacher shall be evaluated annually or biennially as "excellent," "proficient" "developing" (state law equivalent is "need improvement") or "unsatisfactory" by a qualified evaluator in accordance with this Article and the Evaluation Plan. **OPEN** A teacher who receives two consecutive summative "Developing" ratings shall be rated Unsatisfactory if, in the second year, both his/her teacher practice rating or his/her overall rating declines.

39-2.2. Qualified Evaluators. Qualified evaluators are those who have successfully completed evaluation training and prequalification under Section 24A-3 of PERA (105 ILCS 5/24A-3), and as thereafter required. Observations may only be conducted and evaluations may only be given by qualified evaluators. The BOARD shall provide the Union a list of qualified evaluators on a quarterly basis.

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39-2.3. Teacher Practice Observations

A. Formal and Informal

1. Formal observations shall be preceded by a pre-conference. All formal observations shall be 45 minutes in duration, the length of the class period or the length of the lesson.

2. Informal observations shall be at least ~~20~~15 minutes in duration.

B. Timing and Number

1. The first observation shall take place no sooner than the fifth week of the school year.
2. Each subsequent observation shall be separated by at least one month, or three months for teachers evaluated biennially, and be completed no later than the thirty fifth (35^{th}) week of the school year or thereafter.
3. Teachers who will receive a summative evaluation in school year 2012-13 or 2013-14 may opt to make the first formal observation in 2012-2013 a "practice" observation, whose score will be not included in the summative rating. The teacher may exercise this choice within ten (10) days of the post-observation conference.
4. Teachers shall have four observations by qualified evaluators during their evaluation cycles, at least two of which shall be formal observations.

C. Observations and Conferences

1. Pre-observation conferences shall be scheduled with reasonable notification to the teacher.

2. Pre-observation conferences between the teacher and evaluator shall take place no later than one week prior to the formal observation. Pre-observation conferences prior to a formal observation shall be private interactive discussions between the evaluator-observer and the teacher at which lesson and unit plans, portfolios of student work, student issues, resource needs, the teacher's identification of areas in which s/he wishes to have focused feedback from the evaluator-observer and other professional practice issues identified by the teacher or evaluator-observer.

3. Evidence collected during formal or informal observations shall be aligned to the CPS Framework for Teaching.

4. Each formal observation shall take place within five school day of the pre-conference and during the time that the instructional module discussed at the pre-conference is to be taught,

5. Post-conferences between the teacher and evaluator-observer shall take place within five to ten school days following the formal observation and shall be private. Feedback after an informal observation may be provided in person or electronically. The teacher may request in person feedback after an informal observation.

6. The evaluator shall provide the teacher with all the evidence, observation scoring and reflections via the Board's on-line teacher evaluation data system, to which the Board will provide teachers unlimited access.

D. Summative Evaluation

There will be only one annual or biennial summative evaluation per evaluation cycle at the end of the teacher's evaluation cycle. The Board will attempt to provide summative ratings no later than the last day of student attendance, and the Joint Committee will review its progress toward that goal.

39-2.4 Inability to Rate or to Provide Rating. In the event that a tenured teacher does not receive an annual summative rating, the previous rating shall be established as the current rating. In the event a probationary appointed teacher does not receive an annual summative rating, the parties will attempt to agree on a rating or re-rating during the same year, and, if no agreement is reached, the teacher will have the option of having his or her previous rating as the current rating or receiving a Proficient rating.

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39-2.5. Summative Ratings and Forms. On or before seven days prior to the last day of student attendance, an evaluator shall provide each teacher with all available components of their summative rating. The summative rating shall include observation scores, student growth scores, if available and all other evidence used to determine the summative rating, along with the formula used to calculate the summative rating, provided however that the rating shall not scores from student surveys in School Year 2012-13 or 2013-14 and shall only include student survey scores in 2014-15 and thereafter if agreed by the Joint Committee. The Joint Committee will determine the timing of end of year (annual or biennial) summative evaluations for the 2013-14 school year and beyond.

Summative ratings shall be based on the following scale in which points are earned in accordance with the plan.

Level	Minimum	Maximum
Unsatisfactory	100	209
Developing (Needs Improvement)	210	284
Proficient	285	339
Excellent	340	400

For purposes of layoff, the Developing Level will be divided into two sublevels: "emerging" with a rating score of between 210 and 250 and "developing" with a rating score of between 251 and 284.

39-2.6. Professional Development . The JOINT COMMITTEE shall determine the professional development needed to support teachers in becoming proficient teachers as defined in the evaluation plan.

39-3. Probationary Appointed Teachers.

39-3.1. Observations and Evaluation. Probationary teachers shall be observed and evaluated each school year by a qualified evaluator in accordance with the procedures of 39-2.3 four (4) observations shall occur each school year, at least three (3) of which shall be formal.

39-4. Tenured Teachers

39-4.1. Observations and Evaluation Tenured teachers shall be observed and evaluated each school year by a qualified evaluator in accordance with the procedures of 39-2.3 and:

A. Tenured teachers shall be evaluated annually or biennially by a qualified evaluator in accordance with the Evaluation Plan. Tenured teachers who received a summative rating of excellent or superior for the 2011-2012 school year shall be placed on a biennial rating schedule and shall be evaluated every two years beginning with the 2013-2014 school year. In school year 2014-15 and thereafter, tenured teachers rated excellent or proficient shall be given a summative rating on a biennial basis and all other tenured teachers shall be rated annually. The Joint Committee shall determine the biennial cycle (e.g. alphabetically by even or odd years etc.)

B. Observers shall observe tenured teachers at least two (2) times per school year, and at least one of those observations shall be formal. Tenured teachers whose last rating was not excellent or proficient (or under the 2011-12 rating system excellent or superior) shall have four (4) observations each school year, at least two of which are formal.

39-5. Post-Observation Conferences and Practice Scoring

Post-observation conferences are opportunities for the teacher and evaluator-observer to review the teachers' performance under the appropriate CPS Framework for Teaching. During that conference, the evaluator-observer and the teacher should discuss opportunities and means to improve teaching performance. After the observation, the evaluator-observer shall issue CPS Framework for Teaching component level scores to the teacher that shall be made available to the teacher on the on-line data sharing system, together with, among other things, (1) comments about the teacher's pre-observation

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preparation, the observation itself and the teacher's post-observation reflection, (2) identification of specific opportunities for growth; (3) ways and means by which the teacher should pursue opportunities and achieve growth; the resources to be made available to assist the teacher; and (5) the evaluator's follow-up.

39-6. Unsatisfactory Day-to-Day Substitutes. Whenever a day-to-day substitute receives an Unsatisfactory rating, the Talent Office shall schedule a conference with said day-to-day substitute and the UNION to give the day-to-day substitute a written copy of the reasons for the Unsatisfactory rating, discuss the reasons and give positive suggestions for improvement to the day-to-day substitute.

The services with the school system of an Unsatisfactory day-to-day substitute shall not be terminated until said day-to-day substitute has been given an Unsatisfactory rating by at least two principals, unless there is evidence of moral laxity or serious misconduct.

39-7. Consulting Teachers.

39-7.1 The BOARD, in consultation with the UNION, shall appoint a body of part-time consulting teachers who meet the statutory minimum criteria, after an application process determined by the Joint Committee, giving preference to teachers 2 consecutive ratings of excellent , or are National Board Certified; who may be called to assist tenured teachers under remediation, in their subject area and/or grade band level. The Joint Committee additional criteria for appointment as a consulting teacher.

39-7.2 Consulting teachers shall be released from their teaching duties a minimum of 3 hours a week, based on the remediation plan of the receiving teacher. They shall be paid a pro rata stipend for time spent assisting the teacher, and an additional hour of planning each week of support.

39-7.3. The Consulting Teacher's role is to help teachers improve their practice to Proficienct in the CPS Framework for Teaching components identified in the remediation plan, by providing or recommending mentoring, professional learning experiences, instructional support, modeling and coaching.

39-7.4 Consulting Teachers shall not assist colleagues with whom they are personally acquainted..

39-8. Remediation of Tenured Teachers Rated Unsatisfactory

A. As soon as practicable, but no later than thirty (30) school days after the issuance of an unsatisfactory summative evaluation to a tenured teacher, the evaluator shall appoint a consulting teacher to assist the teacher in improving his/her performance to proficiency over a 90-school day remediation period. The consulting teacher must have 5-years teaching experience, have a most recent summative rating of "excellent" and have reasonable familiarity with the teacher's content area.

B. Within thirty school days after the issuance of an unsatisfactory summative rating, the qualified evaluator shall conduct a meeting with the teacher under remediation and assigned consulting teacher. At this meeting, a remediation plan developed by the qualified evaluator, with input from the consulting teacher and the teacher under remediation, shall be distributed to the parties and it shall become effective immediately.

C. During the 90 school-day remediation period, the teacher and the consulting teacher shall work together to improve the teachers performance on components of the CPS Framework for Teaching identified in the Remediation Plan. The teacher and the consulting teachers shall determine a schedule by which the consulting teacher shall observe the teachers' performance during the remediation period and engage in other activities that may be helpful to the teacher in improving his performance to proficiency.

D. During the remediation period, an evaluator will conduct a mid-point and final evaluation of the teacher's performance, using the CPS Framework for Teaching as the sole measure of performance during the remediation period. If the teacher is rated "proficient" or better at the conclusion of the remediation period, s/he shall have successfully completed the remediation

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period. Following successful completion of the remediation plan, a qualified evaluator shall continue to monitor the teacher's performance with quarterly formal observations, including required pre-and post-conferences. After four quarters, the teacher shall be reinstated to a schedule of annual or biennial evaluations.

E. The Joint Committee shall discuss and agree upon issues related to remediation design and implementation.

39-9. Appeals Process

For school years 2012-13, 2013-14 and 2014-15, a teacher appeals process shall be established to contest certain unsatisfactory summative ratings given by a qualified evaluator. It shall be comprised of a committee of four active or retired educators, two of whom shall be selected by agreement of the UNION president and the BOARD CEO, one of whom shall be selected by the UNION and one of whom shall be selected by the BOARD. All members of the committee shall be qualified evaluators. Both the BOARD and the UNION shall select qualified alternate committee members who may substitute for their regularly appointed members. Individual members of the committee must recuse themselves from cases where they have personal familiarity with the teacher appealing a summative rating. The Joint Committee shall develop the appeal form and other necessary procedures by December 1, 2012. The Joint Committee shall determine whether the appeals process exists after school year 2014-2015.

A. Teachers receiving "Unsatisfactory," and a second consecutive "Developing" rating that results in an unsatisfactory rating shall be eligible to use the appeals process filing a notice of intent to appeal with the Appeals Committee within ten (10) days of receipt appeal within thirty (30) calendar days after receipt of the rating. The teacher must also submit a copy of the appeal to the teacher's principal or unit administrator. In the appeal, the teacher must state the factual basis for the appeal and identify the evidence that supports the appeal. An appeal may be based on student growth ratings in whole or part only if the teacher identifies a data integrity or data analysis error.

B. Upon receiving an appeal, the Appeals Committee shall review the written record of the rating. The "written record of the rating" means: (1) the documents and materials submitted by the teacher to the evaluators during pre-conferences and post-conferences or at other times as evidence of the teacher's practice and (2) the evaluator's observations, comments and feedback . It shall not include materials and evidence that the teacher or evaluator was not privy to during the rating process.

C. If the committee determines the written record to be insufficient to make a ruling it shall schedule a meeting with the teacher at which the teacher shall be represented by the union and with at least one of the qualified evaluator-observers who contributed observation ratings to the teacher's rating. The meeting shall take place within ten school days of receipt of the appeal.

D. The BOARD shall provide the teacher and the UNION with all evidence used by the qualified evaluator to determine the summative rating under appeal five days prior to the meeting.

E. After reviewing the written record of the rating, the Appeals Committee shall have the right to meet with the teacher and to determine if a formal observation of the teacher appealing the rating shall take place to assist it in its determination. If an observation does take place, the two jointly appointed Appeals Committee members must conduct the pre-observation conference in accordance with Section 39-2.3(C).2, and the observation shall be take place within five school days of the committee's meeting with the teacher.

F. After a review of the written record of the rating and any interview with the teacher and evaluator, and any observation, and following deliberation, the Appeals Committee may overturn the rating if three (3) of its members conclude that the rating under review is clearly erroneous. If the Appeals Committee determines by majority vote that the teacher's appeal is to be granted, the Board shall revoke the summative rating under appeal and issue the teacher an appropriate summative evaluation. A different qualified evaluator shall be assigned to the teacher during the next school year who shall follow all applicable provisions of this Article.

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G. An appeal shall not delay the commencement of a professional development plan or remediation plan.

39-9. Do Not Hire. No teacher's name shall be placed on a "Do Not Hire" list unless the teacher has been removed for cause in accordance with the appropriate provision of the Illinois School Code or the teacher has received an "Unsatisfactory" rating and failed remediation.

ARTICLE 44. GENERAL PROVISIONS

44-1. Proposals seeking federal and state funds for specific programs shall be written in compliance with the applicable provisions of this Agreement. Prior to the submission of any application for federal and state funds by the BOARD's central administration that relates to the provisions of this Agreement, the BOARD shall consult with the UNION regarding the application and shall thereafter provide the UNION with a copy of the final application.

44-2. Teachers or other bargaining unit members required to attend in-service training programs outside their regularly scheduled hours shall be paid at their regular rate of salary.

44-3. No teacher shall be required to perform such custodial duties as emptying trash, dusting erasers, washing boards, dusting or placing chairs on desks or returning furniture to its proper place.

44-58. The principal or head administrator shall provide interpreters for teachers to talk to parents at report card pick-up at the teacher's request.

44-59. A principal shall provide substitute coverage for teachers engaged in one-on-one required testing (e.g., DIBLES) and for teachers providing modifications or accommodations to students with disabilities during testing.

44-60. The following behaviors are inconsistent with a respectful working environment and are impermissible: (a) verbal abuse, which includes but is not limited to, obscene, threatening, humiliating or intimidating language; and non-verbal abuse, which includes acts that are threatening, humiliating or intimidating. Individuals, group or school-wide meetings shall not be utilized to threaten, humiliate or intimidate bargaining unit employees. Employees shall suffer no retaliation for reporting, grieving or protesting workplace bullying. The BOARD shall designate its Equal Employment Compliance Office to investigate allegations that employees, vendors or staff are creating undignified or disrespectful working environments or conditions. Such remedies and corrective actions may include, but are not limited to, reversing adverse actions, directing the training of employee regarding proper professional conduct toward all employees and vendors, discipline and debarment to the extent permitted by law and/or other correctie actionsl

_____. Nursing Mothers. Each principal or head administrator shall provide reasonable daily break time to an employee who needs to express breast milk for her child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Each principal or head administrator shall provide nursing mothers with a private space (other than a restroom) in close proximity to her work area where she may express her milk in privacy.

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